

City of Rancho Palos Verdes, California



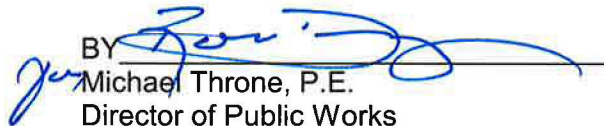
**Contract Documents
For
Construction of**

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION

**City of Rancho Palos Verdes
Public Works Department
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275
(310) 544-5252**

Approved on Dec. 18, 2015

Mayor, Ken Dyda
Mayor Pro Tem, Brian Campbell
Councilmember, Susan Brooks
Councilmember, Jerry V. Duhovic
Councilmember, Anthony M. Misetich

BY 
Michael Throne, P.E.
Director of Public Works

NOTICE TO POTENTIAL BIDDERS

Downloading the Plans, Specifications and other Bid Documents will NOT place you on the City's List of Plan Holders. This is important because only those on the City's List of Plan Holders will automatically receive any additional project information (notices, Addenda, etc.) sent by the City prior to the bid opening date. Acknowledgement of receipt of any Addenda is required to be submitted for a bid to be considered responsive.

Potential Bidders are added to the City's List of Plan Holders when they purchase Bid Documents in person at City Hall, request and pay for Bid Documents to be mailed from City Hall or provide a written request for registration on the List of Plan Holders.

Such request can be made by email to publicworks@rpvca.gov, by facsimile to 310-544-5292, or by US Mail to:

Rancho Palos Verdes
Public Works Department – List of Plan Holders
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

It is the responsibility of the Potential Bidder to provide a complete and timely request to the City no less than 24 hours prior to the bid opening, so any information can be sent. Potential Bidders must provide company contact information including company name, address, telephone and facsimile numbers, email address, and the project number and title as it appears on the Notice Inviting Bids, along with their request to be registered. A confirming email will be sent once the Potential Bidder is registered.

For inquiries, contact the Department at publicworks@rpvca.gov or 310-544-5252.



**CITY OF RANCHO PALOS VERDES
CONTRACT DOCUMENTS**

FOR

**HAWTHORNE BLVD. RIGHT OF WAY
BEAUTIFICATION**

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NOTICE INVITING SEALED BIDS

CITY OF RANCHO PALOS VERDES

BIDS MUST BE RECEIVED BY: 10:00 a.m., January 14, 2016

BIDS TO BE OPENED SHORTLY AFTER: 10:00 a.m., January 14, 2016

PLACE OF BID RECEIPT: Office of the Director of Public Works
City Hall, 30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

NOTICE IS HEREBY GIVEN that the City of Rancho Palos Verdes, County of Los Angeles, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the Hawthorne Blvd. Right of Way Beautification project. All bids shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time at the place of bid identified above.

Sealed bids must be placed in a sealed package with the project name and identification number typed or clearly printed on the lower left corner of the package.

PROJECT IDENTIFICATION NAME:

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION

BACKGROUND/DESCRIPTION OF WORK: Trees are to be planted within opening in the medians along Hawthorne Blvd within the City of Rancho Palos Verdes, the contractor will develop a traffic control plan specific to his work within the public right of way along Hawthorne Blvd., the specified trees are to be planted with deep root watering systems installed, and the trees are to be watered using reclaimed (non potable) water during the plant establishment period which will continue 12 months following acceptance of the project. In general, the work comprises developing a traffic control plan, removing roots and other vegetation from within the openings located in the medians along Hawthorne Blvd., hauling off the waste, planting trees and watering trees. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

COMPLETION OF WORK: All work shall be completed within the contract period of **Fifty (50)** Working Days following Notice to Proceed.

OBTAINING BID DOCUMENTS: Potential Bidders may obtain the Contract Documents for the Project at Rancho Palos Verdes City Hall, 30940 Hawthorne Blvd, Rancho Palos Verdes, California 90275 for a non-refundable fee of \$30.00 per set, or \$60.00 per set if mailed. The City must receive payment before the Contract Documents will be provided. Interested parties may also download the Contract Documents free of charge from the City's website, <http://www.rpvca.gov/437/Business-Resources>.

Potential Bidders who purchase Contract Documents from City Hall will be placed on the list of Plan Holders at the time of purchase. Only those firms on the list of Plan Holders will be informed of any and all subsequent project information prior to bid opening, including Addenda. Addenda will be issued only to a Plan Holder. Those downloading documents who want to be placed on the list of Plan Holders will need to contact the Public Works office at publicworks@rpvca.gov or 310-544-5252 and ask to be registered as a Plan Holder for the specified project. Potential Bidders must provide company contact information including company name, address, telephone and facsimile numbers, email address, and the project number and title as it appears on this Notice along with their request to be registered.

FACSIMILE NUMBER AND EMAIL ADDRESS: Anyone obtaining Contract Documents must immediately supply the Director of Public Works with a facsimile number and email address such that Addenda and other information may be transmitted as rapidly as possible. Failure to provide such a facsimile number and email address may result in late notification. In any case, City does not guarantee Addenda will be faxed or emailed, and Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email.

REQUEST FOR CLARIFICATION: If you discover any error, omission, ambiguity or conflict in the Plans or Specifications and wish to have a clarification, please fax or email your request for clarification to the Director of Public Works at publicworks@rpvca.gov such that it is received by him/her no later than close of business on January 7th 2016. Requests for clarification received after this date will be disregarded. Please indicate the Project in your request for clarification.

PREVAILING WAGES: Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Director of Public Works and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS: Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, each of which must be made payable to the City, in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon award of Contract, Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. Before acceptance of the Project, Contractor shall submit warranty/maintenance Bonds that are valid for one year from acceptance, in the amount of one hundred percentage (100 %) of the Contract Price; in lieu of the warranty Bond, Contractor may submit proof from the Surety that the performance Bond has been extended for the appropriate duration of time. All Bonds must be issued by a California admitted Surety insurer and submitted using the required forms, which are in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into a valid Contract, including the submission of all required Bonds and insurance coverages, with the City within ten (10) Days after the date of the delivery of the Contract forms to the Bidder, shall constitute a material breach and subject the Bid security to forfeiture to the extent provided by law.

LICENSE: The bidder must possess a C-27 contractor's license in California.

No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code. The successful Contractor must also possess a current City business license.


REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

RETENTION SUBSTITUTION: Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Alternatively, Contractor may request that the City make payments of earned retentions directly to an escrow agent at Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

LIQUIDATED DAMAGES: There is a **\$500 per day assessment for liquidated damages** for each calendar day that work remains incomplete beyond the time specified for the completion of the work. Refer to the bid specifications and contract documents for further details.

BIDDING PROCESS: The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the City. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening bids.

CITY OF RANCHO PALOS VERDES

By: 
Michael Throne, P.E.
Director of Public Works

Date: Dec 18, 2015

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: The proposal shall be made on the bidding schedule ("proposal") herein. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described under Notice Inviting Sealed Bids.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the DIRECTOR OF PUBLIC WORKS. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

BIDDER'S SECURITY: Each bid shall be accompanied by cash, certified or cashier's check payable to the City, or a satisfactory bid bond in favor of the City executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within ten (10) calendar days after written notice of the award. In case of the bidder's refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

APPROXIMATE ESTIMATE: The quantities shown in the proposal form shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids; and the City does not guarantee nor agree, either expressly or by implication, that the actual amount required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the Special Provisions or Standard Specifications, under which the work is to be constructed, without any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient. The quantity distribution tables included in the Appendix are provided to generally assist in defining the work and should be considered to be approximate only.

ADDENDA: The Director of Public Works may, from time to time, issue Addenda to the Contract Documents. Parties that have obtained the Contract Documents and are on the list of Plan Holders shall be notified of and furnished with copies of such Addenda, either by email, personal delivery, or facsimile, during the period of advertising at no additional cost. The City may determine, in its sole discretion, whether an Addendum requires the postponement of the date set for opening Bids. The announcement of the new date, if any, shall be made within the Addenda. **Please Note:** Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City to verify that he or she has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in its Proposal. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

DISCREPANCIES IN PROPOSALS: The bidder shall set forth each item of work, in clearly legible figures, a unit or line item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code and registered with the DIR. The licensing requirements for contractors shall apply also to subcontractors.

Contractors and subcontractors must sign the "Statement Acknowledging Penal & Civil Penalties Concerning the Contractor's Licensing Laws."

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans, specifications, and the contract form. The submission of a proposal shall be considered conclusive evidence that the bidder has made such

examination.

DISQUALIFICATION OF BIDDERS: No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY: The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to the three (3) lowest bidders within twenty (20) calendar days after the successful bidder has signed the contract. All other securities shall be returned immediately.

AWARD OF CONTRACT: The City reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. The award, if made, will be within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his bid.

ALTERNATES: If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid.

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et seq.). Forms for this purpose are furnished with the contract documents.

EXECUTION OF AGREEMENT: The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall secure and provide to City all insurance and bonds as herein specified within ten (10) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the City may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the City.

INSURANCE AND BONDS: The Contractor shall not begin Work under the Contract until it has given the City evidence of all required insurance coverage, including all additional insured endorsements. The Contractor also shall not begin Work under the Contract until it has furnished to the City two Bonds: one guaranteeing the Contractor's faithful performance of the Contract, and other securing the payment of claims for labor and material. Each of these Bonds shall be

executed in a sum equal to the Contract amount. Before acceptance of the Project, the Contractor shall submit warranty/ maintenance Bond(s) that are valid for one year from acceptance, as further described in the General Provisions.

TELEPHONES: Bidders are hereby notified that City will not provide telephones for their use at the time of receipt of bids.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she may submit to the DIRECTOR OF PUBLIC WORKS a written request for an interpretation or correction by seven (7) calendar days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed, delivered or faxed to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents shall be binding.

SALES AND/OR USE TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

NON-COLLUSION AFFIDAVIT: The Contractor shall execute and return a "Non-collusion Affidavit" with its bid in the form attached herein.

EXECUTION OF THE CONTRACT: The contract, in the form set forth in the Contract Section shall be executed by the successful bidder in accordance with the Instruction for Execution of Documents, and returned to the City for execution by the City, and shall be accompanied by bonds as described in paragraph GP-B-4 and the evidence of insurance required by paragraph GP-B-5, all within fifteen (15) calendar days from the date written notice of the award is mailed to bidder. No bidder proposal shall be considered binding upon the City until such time as it has been executed by the City.

CONTRACT BONDS: The successful bidder shall furnish to the City at his own expense two surety bonds. One bond shall be in the amount of 100 percent of the contract price in the form set forth in the Contract Section to guarantee faithful performance of the contract work. The other bond, in an amount not less than 100 percent of the contract price in the form set forth in the Contract Section shall be furnished to secure payment of those supplying labor and materials as required by the California Civil Code. Each bond shall be executed in accordance with the instruction set forth in the Proposal Section and each bond shall be executed by a California admitted surety insurer acceptable to, and approved by the City Attorney.

INSURANCE: The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with an insurance company admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A. M. Best & Company to, and approved by, the Director of Public Works and City Attorney, within minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful

or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth in the Contract Section attached hereto. The Contractor shall also at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of Workers' Compensation insurance and shall provide to the City evidence of such coverage in the form set forth herein.

COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT: All Contracts shall conform to the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

REJECTION OF BIDS: Proposals may be rejected by the City Council where, upon evidence of a prior performance of the bidder, the City Council has made a finding that the bidder is not a responsible bidder because of unsatisfactory performance within the past three (3) years with the City or with other public entities. The City reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

GENERAL PROVISIONS

A. PROJECT PROVISIONS

1. UNITS OF MEASURE

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

The project provisions applicable to this contract shall be those set forth in California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), and 2007 California Electrical Code (CEC) & City Ordinance, the 2005 California Energy Standards and the Standard Specifications for Public Works Construction, 2015 edition, including all supplements, published by Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, hereinafter referred to as "Standard Specifications." The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions.

B. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

1. LAWS TO BE OBSERVED

The Contractor shall keep himself or herself fully informed on all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2. SOCIAL SECURITY REQUIREMENTS

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding taxes are being properly reported and paid.

3. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless

currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This requirement applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

4. COMPLIANCE MONITORING AND POSTING JOB SITES

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. PREVAILING WAGES

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

A copy of said documents is on file and may be inspected in the office of the Director of Public Works. The Contractor shall post a copy of the prevailing wage rates at each job site.

6. PENALTIES

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

7. WORKING HOURS

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.)

8. APPRENTICES

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

9. LICENSE OF CONTRACTORS

Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvements.

10. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, (including a Rancho Palos Verdes business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

11. PATENTS

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

12. INDEMNITY

The Contractor agrees to indemnify and hold harmless the City and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

13. NOTICE

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Director of Public Works.

14. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the work by the City, by written action of the Director of

Public Works, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

15. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the City's acceptance of the entire project, which is when the City Council directs staff to file a Notice of Completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Director of Public Works. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.
- (b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City before the City's acceptance of the project. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date that the City accepts the project. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period. If the Contractor wishes to pursue the option of extending the Faithful Performance Bond for an additional one (1) year period in lieu of a separate surety bond, the Contractor shall provide written evidence from the surety of such Faithful Performance Bond extension before the City's acceptance of the project. Delivery of the one-year surety bond or proof of Faithful Performance Bond extension shall be a condition precedent to the City Council's approval of the Notice of Completion.

16. COOPERATION

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefor.

C. PROSECUTION AND PROGRESS OF THE WORK

1. WORK SCHEDULE

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the Director of Public Works or his authorized representative for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. This schedule will be used as a controlling document throughout the construction period.

2. SUBLETTING AND ASSIGNMENT

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Director of Public Works or his authorized representative and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Director of Public Works. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Director of Public Works or his authorized representative, said subcontractor shall be removed immediately from the project upon request by the Director of Public Works, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work. The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3. CHARACTER OF WORKERS

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4. AGENTS OR FOREMAN

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the Director of Public Works shall be considered as having been served upon the Contractor.

5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES

The Director of Public Works shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Director of Public Works and shall not resume operations until so ordered in writing.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Director of Public Works or his authorized representative provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be in the amount specified in this bid documents.

7. SUSPENSION OF CONTRACT

If at any time, in the opinion of the Director of Public Works, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the Director of Public Works, the Director of Public Works shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise,

as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

D. MEASUREMENT AND PAYMENT

1. MEASUREMENT AND PAYMENT

Measure of the quantities of work and payments therefor shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the Director of Public Works or his authorized representative before the tenth day of the following month for verification and payment consideration. A five percent (5%) retention shall be withheld from each payment.

2. FINAL INVOICE AND PAYMENT

Whenever in the opinion of the Director of Public Works, the Contractor shall have completely performed the contract, the Director of Public Works or his authorized representative shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the Director of Public Works or his authorized representative for approval, a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Director of Public Works or his authorized representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Director of Public Works' opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done. The Director of Public Works shall then request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City in the office of the Los Angeles County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

3. EXTRA WORK

Extra work, when ordered in writing by the Director of Public Works or his authorized representative and accepted by the Contractor, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Works or his authorized representative, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

The first sentence of Subsection 3-3.2.2.2 Basis for Establishing Costs, (a) Labor, of the Standard Specifications, is hereby deleted and replaced with the following:

The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining agreements.

4. UNPAID CLAIMS

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5. ACCEPTANCE

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

E. CONTROL OF WORK

1. AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions, which may arise as to the interpretation of the plans and specifications. The Director of Public Works shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the Director of Public Works shall be final, and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the Director of Public Works is the City's authorized representative for all work within the scope of this agreement.

2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION

Finished surfaces shall in all cases conform to the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Director of Public Works and authorized in writing. All such deviation shall be recorded on "as-built" plans and submitted to the Director of Public Works or his authorized representative, upon project completion.

3. PROGRESS OF THE WORK

The Contractor's working days shall begin on the date stated in the Notice To Proceed, which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4. SAMPLES

The Contractor shall furnish all products and materials required to complete the work. All

materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Director of Public Works or his authorized representative for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the Director of Public Works. Rejected materials must be immediately removed from the work by the Contractor and shall not be brought back to the site.

5. TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Director of Public Works or his authorized representative, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Director of Public Works or his authorized representative. The Director of Public Works shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

6. PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

7. CONFLICT OF TERMS

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the

Director of Public Works or his authorized representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

9. INCREASES AND DECREASES OF THE WORK TO BE DONE

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Director of Public Works and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10. ALTERATIONS OF THE WORK TO BE DONE

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the Director of Public Works and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

11. EXTRA WORK

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Director of Public Works or his authorized representative. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Director of Public Works or his authorized representative.

12. PUBLIC UTILITIES

- (a) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the Contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Director of Public Works or his authorized representative to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or

franchises to enter upon the project site for the purpose of making repairs or changes in their property, which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

- (b) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term "qualified person" shall mean one, who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid.

14. REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is understood that the cost of said removals are made a part of the unit price bid to the Contractor under the item for Clearing and Grubbing.

15. QUALITY OF MATERIAL

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles, existing articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Works or his authorized representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Director of Public Works made under the provisions of this paragraph, the Director of Public Works shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Director of Public Works will furnish the Contractor with a certificate to that effect.

17. SUPERVISION

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the Director of Public Works or his authorized representatives. The Director of Public Works or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Director of Public Works or his authorized representative so that proper inspection may be provided. Any work done in the absence of the Director of Public Works or the Director of Public Works' agent will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

18. SOIL COMPACTION TESTING

Any soil compaction testing, geotechnical observation and certification shall be provided by a Geotechnical Testing Company and paid for by the City.

19. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved. When necessary, roots of trees to be preserved must be pruned in an acceptable manner to maximize the probability of recovery of the said tree.

20. DUST CONTROL

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works or his authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

The contractor shall clean all areas affected by his/her work in a manner which is acceptable by the Director of the Public Work or his/her designee. If the City is not satisfied with the cleaning work, the city may urgently hire another cleaning crew to clean the area and back charge the contractor for all cost incurred to the City including City staff time.

21. SELECTED MATERIALS

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22. SURPLUS MATERIALS

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23. CLEAN UP

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full

compensation for clean-up shall be considered as included in the prices for the various contract items and/or per the SWPPP lump sum bid item as appropriate.

24. EQUIPMENT REQUIREMENTS

The Contractor shall provide a lead car with a “Wide Load” warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the Director of Public Works or his authorized representative. Any other violations shall be subject to the vehicle code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefor.

25. PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property and/or vehicles within twenty four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

26. SPRINKLER SYSTEMS & LANDSCAPING

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City’s inspector).

27. CONTRACTOR’S SUPERINTENDENT AND PROJECT MANAGER

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor’s superintendent shall be present at the site of the work at all times while work is in progress. The Superintendent’s sole duties shall be to supervise a full work crew and coordinate activities pertaining to any work performed by the Contractor or its subcontractors, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor’s superintendent, if the

performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor's superintendent shall have a working multi frequency two-way radio with adequate range for City-wide communication on him/her at all times during the course of the project. The Contractor shall provide to the City's Construction Observers, a small portable working, multi frequency two-way radio compatible for communication with that of the Contractor's Superintendent's communication device and a charger. The Contractor shall also provide to each of the City's Construction Observers a portable cellular telephone, two cell telephone batteries and charger and pay for service for the duration of the project. The Contractor shall only choose a carrier that has adequate coverage in the area. All telephone calls will only be project related. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as said radio communication is re-established. The cost for furnishing radios and phones shall be considered as included in the bid price paid for the various contract items of work, no additional compensation will be made therefor. Said radios and cellular telephones will be returned to the Contractor after the completion of the project. The City will endeavor to safeguard the Contractor's communication devices but assumes no responsibility or liability for any possible damage to the cellular telephones or radios.

28. WORK AFTER REGULAR HOURS

No work shall be performed after regular working hours, or work in excess of 8 hours a day, or on Saturday, Sunday, or any legal holiday and if approved by the City, the Contractor shall pay the City any additional cost incurred by the City as a result of such work.

Any of the additional costs incurred by the City due to after hours work by the Contractor will be deducted from any monies due or to become due to the Contractor.

29. CONTRACTOR'S DAILY REPORTS

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working

at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Director of Public Works or his authorized representative. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

30. REQUEST FOR WORKING DAYS

The Contractor shall notify the Director of Public Works or his authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the Director of Public Works or his authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

31. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works or his authorized representative. Upon failure on the part of the Contractor to comply with any order by the Director of Public Works or his authorized representative made under the provisions of this article, the Director of Public Works shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

32. SOUND AND VIBRATION CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

33. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall

be labeled to indicate the contents, fully complying with the applicable material requirements.

34. FINAL CLEAN UP

Upon completion of the project and before making application to the Director of Public Works or his authorized representative for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition. This clean-up by the Contractor shall include removal of all USA dig-alert markings and construction markings of all kinds by power-washing or other method approved by the Director of Public Works, or his authorized representative. Painting over the USA dig-alert markings is not considered an acceptable method of removal.

A list of final punchlist items shall be provided to the Contractor by the City. Upon Contractor's receipt of this final punchlist, the Contractor shall have 14 calendar days to complete all items on the punchlist. PENALTIES FOR NONCOMPLIANCE : \$500 for each day after the 20-calendar-day period that there are still remaining punchlist items to be completed by the Contractor.

35. CONTRACTOR'S REQUEST FOR FINAL INSPECTION

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the Director of Public Works or his authorized representative in writing through a certificate of completion form, which will be provided to the Contractor at the pre-construction conference.

After the City receives the Contractor's certificate of completion, the Director of Public Works or his authorized representative will review the Contractor's work for substantial performance with the contract documents. If the Director of Public Works or his authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the Director of Public Works or his authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

36. RESOLUTION OF PUBLIC WORKS CLAIMS

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the

request of the contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

37. TRENCHES AND EXCAVATIONS

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.

The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705. No excavation shall be left open during the weekends or Holidays.

38. CONSTRUCTION & DEMOLITION MATERIALS RECYCLING REQUIREMENTS

Subsection 7-15 is hereby added to the Standard Specifications:

PART 1 GENERAL

7-15.1.1 SUMMARY

- A. This Section includes the following: procedures for ensuring optimal diversion of construction and demolition (C&D) waste materials generated by the Work within the limits of the Construction Schedule and Contract Sum.

1. The Integrated Solid Waste Management Act of 1989 (“AB 939”), requires that localities throughout the state develop source reduction, reuse, recycling, and composting programs to reduce the tonnage of solid waste disposed in landfills by 50%; this requirement may increase in the future. C&D waste materials generated by the Work are targeted to achieve these diversion rates.
2. A minimum of 50% by weight of the solid wastes generated in the Work shall be diverted from landfill disposal through a combination of reuse, recycling, and composting activities.
3. This section includes requirements for submittal of C&D Debris Management Plan prior to the commencement of the Work, and during the project, submittal of Contractor’s quantitative reports for construction and demolition waste materials generated by the Contractor as a condition of approval of progress payments submitted to the Contracting Officer, and following completion of the project, as a condition of the release of final project retention.

7-15.1.2 DEFINITIONS

- A. Class III Landfill. A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from the California Department of Resources Recycling and Recovery (CalRecycle) and is regulated by the Enforcement Agency (EA).
- B. Construction and Demolition Debris/Materials or C&D Debris/Materials. Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. Contracting Officer. The City of Rancho Palos Verdes Director of Public Works or designee.
- D. C&D Recycling Center. A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse or recycling, by weight.
- E. Disposal. Final deposition of C&D or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.

- F. Diversion or Divert. The reuse, recycling or composting of construction and demolition debris to avoid disposal in a landfill.
- G. Enforcement Agency (EA). Enforcement agency as defined in Public Resources Code 40130.
- H. Inert Disposal Facility or Inert Waste Landfill. A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- I. Inert Solids or Inert Waste. Non-liquid solid wastes including, but not limited to, soil and concrete that do not contain hazardous waste or soluble pollutants at concentrations in excess of water quality objectives established by a regional Water Board pursuant to Division 7 (Sections 13000, et seq) of the California Water Code and does not contain significant quantities of decomposable solid resources.
- J. Mixed C&D Debris. Loads that include commingled recyclable and non-recyclable C&D debris generated at the construction site.
- K. Mixed Debris Recycling Facility. A processing facility that accepts loads of solid waste and/or recycling materials for the purpose of recovering reusable, recyclable, and compostable materials and disposing the non-recyclable residual materials.
- L. Recycling. The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- M. Reuse. The use of a material that might otherwise be discarded, in the same or similar form as it was produced.
- N. Separated for Reuse. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been “source separated.”
- O. Solid Waste. Refer to Public Resources Code Section 40191.
- P. Source-Separated. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- Q. Waste Hauler. A company that possesses a valid permit from the City of Rancho Palos

Verdes to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

7-15.1.3 SUBMITTALS (see Appendix for submittal forms and other information)

- A. The C&D Waste Management Plan consists of two submittals: prior to commencement of work (Project Information and Pre-Project Worksheet), and following completion of the project (Post-Project Worksheet). The Contractor may be required to submit interim progress reports during the project.
- B. The C&D Debris Waste Management Plan requirements, resources and forms are contained in the Appendix.
- C. Project Information Form and Pre-Project Information Worksheet (Prior to commencement of work).
 - 1. Prior to commencing the Work, submit the completed Project Information (Form A) and Pre-Project Worksheet (Form B). Submit on forms included in Appendix. Forms A and B must include, but not be limited to, the following information:
 - (a) Contractor's name and project information.
 - (b) Estimated quantities of materials to be generated, diverted and disposed. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, or source separation for reuse or recycling. Indicate the procedures that will be implemented to effect jobsite source separation, such as identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
 - (c) Names of haulers and names and locations of re-use, recycling, processing and disposal facilities/sites.
 - (d) Tonnage calculations that demonstrate that Contractor will divert a minimum 50% by weight of the construction and demolition waste materials generated in the Work, and 100% of the landclearing debris.
 - 2. Forms A & B must be approved by the Contracting Officer prior to the Start of Work.
 - 3. Contractor's C&D Debris Waste Management Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
 - 4. Requests for exemptions to the diversion requirements must be submitted to the City prior to commencement of Work. Contractor must provide adequate information to support the request for exemption and explanation of why the diversion requirements cannot be achieved. Requests for exemptions will be

considered on a case-by-case basis by the City, and a determination will be made to accept or reject the request for an exemption.

D. C&D Debris Post-Project Summary (After completion of project).

1. Submit the completed Post-Project Summary (Form C) on the form attached with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the processes and/or facilities used for reuse and recycled materials, including but not limited to the following:
 - (a) On-site crushing of asphalt and concrete for use on-site or off-site.
 - (b) Reuse of building materials or salvageable items.
 - (c) Source separated recycling facilities.
 - (d) Mixed debris recycling facilities.
 - (e) Recycling of C&D debris, including soils, as landfill alternative daily cover.
 - (f) Delivery of soils or mixed inerts to an inert landfill or other use.
 - (g) Disposal of soils or other materials at a landfill or transfer station.
 - (h) Other (describe).
2. The Post-Project Summary (Form C) must quantify all materials generated in the Work, disposed in Class III Landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. Include the following information on the form:
 - (a) Indicate project name and address, name of the Contractor completing the Summary Report and compiling backup documentation, the printed name and signature of the person completing the form, and the date that the Post-Project Summary is completed.
 - (b) Report disposal or recycling either in tons or in cubic yards. If scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
 - (c) Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.

- (d) Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. The documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of reuse, recycling, or disposal.

PART 2 PRODUCTS

(Not used.)

PART 3 EXECUTION

7-15.3.1 SALVAGE, REUSE, RECYCLING AND PROCEDURES

- A. Identify reuse, salvage, and recycling facilities. Contact your Project Manager for a list of local organizations and companies.
- B. Develop and implement procedures to reuse, salvage, and recycle new construction, demolition, and excavation materials, based on the Contract Documents, the C&D Debris Waste Management Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
 - 1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
 - 2. Explore the possibility of reusing project job-site inert materials, such as rock, concrete, dirt and aggregate, on-site for road base or other similar uses.
 - 3. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
 - (a) Asphalt.
 - (b) Concrete, concrete block, slump stone (decorative concrete block), and rocks.
 - (c) Red Clay Brick.
 - (d) Soils.
 - (e) Other materials, as appropriate, such as wood and corrugated cardboard.
 - 4. Develop and implement a program to transport loads of mixed (commingled) construction and demolition materials that cannot be feasibly source separated to a mixed materials recycling facility.

7-15.3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or

mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.

- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the City of Rancho Palos Verdes Public Works Department at (310) 544-5245.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
- D. Legally transport and deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, or composting
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

7-15.3.3 REUSE AND DONATION OPTIONS

- A. Implement a reuse program to the greatest extent feasible. Options for reuse may include, but are not limited to:
 - 1. Los Angeles County Materials Exchange (LACoMax) LACoMAX is a free service provided by the Los Angeles County Department of Public Works, Environmental Programs Division, designed to help residents, businesses, and organizations in Los Angeles County find markets for their industrial by-products, surplus materials, and other would-be discards. All exchanges are coordinated between the parties. The site can be accessed at www.ladpw.org/epd/lacomax.
 - 2. California Materials Exchange (CalMAX) is a free service provided by the State of California, Department of Resources Recycling and Recovery (CalRecycle) that connects businesses, organizations, manufacturers, schools, and individuals with online resources for exchanging materials. The site can be accessed at www.calrecycle.ca.gov/CalMAX.
 - 3. Habitat for Humanity ReStore resale outlets accept donated home improvement goods like furniture, home accessories, building materials and appliances. The materials are sold to the general public. The proceeds help local Habitat affiliates fund the construction of Habitat homes within their communities. Locations of ReStores can be found at: www.habitat.org/restores.

7-15.3.4 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

SECTION II: SPECIAL PROVISIONS

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION (PHASE I) PROJECT

A. GENERAL PROJECT INFORMATION

1. REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of the “Standard Specifications for Public Works Construction,” the 2012 edition, including all supplements, herein referred to as “Standard Specifications, except as modified by these Special Provisions and the Project Plans.

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

In addition to the above, the Contractor shall comply with the requirements of the following:

- (a) Notice Inviting Sealed Bids
- (b) Instructions to Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Information Required of Bidders
- (f) Contract Agreement
- (g) Faithful Performance Bond
- (h) Labor and Material Bond
- (i) Statement Acknowledging Penal and Civil Penalties Concerning the Contractor’s Licensing Laws.

2. DEFINITION OF TERMS

Wherever in the “Standard Specifications” terms are used, they shall be understood to mean and refer to the following:

Agency	City of Rancho Palos Verdes
Board	City Council, City of Rancho Palos Verdes
Engineer	The Director of Public Works, acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Special Provisions	All Contract Documents, including the Special and Technical Provisions.

3. PROJECT PLANS

The location of the work, its general nature, extent, form and detail of the various features are listed as a part of these Specifications. Excerpted pages from the Construction Plans for the median work are issued for reference only.

4. SCOPE OF WORK

Trees are to be planted within opening in the medians along Hawthorne Blvd within the City of Rancho Palos Verdes, the contractor will develop a traffic control plan specific to his work within the public right of way along Hawthorne Blvd., the specified trees are to be planted with deep root watering systems installed, and the trees are to be watered using reclaimed (non potable) water during the plant establishment period which will continue 24 months following acceptance of the project. In general, the work comprises developing a traffic control plan, removing roots and other vegetation from within the openings located in the medians along Hawthorne Blvd. prior to planting trees, excavating soil as required to plant trees and install the deep root watering systems, hauling off the waste, planting trees and watering trees. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

5. NOTICE TO PROCEED

Upon award of this contract and signing the contract documents, the City shall issue the Contractor a Notice to Proceed. Contract period shall commence on the date in the Notice to Proceed. Working days are defined as Monday through Friday, with the exception that no work may take place on the following City holidays:

Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day
Day after Thanksgiving Day
December 24, 25, 31 and January 1

In addition, no work will be allowed on any special election day which may be declared. Should a special day be declared, a time extension of one working day will be granted for each day.

The City will not authorize any work to be done under these Specifications before the contract agreement has been fully executed; and any work that is done by the contractor in advance of such time shall be considered as being done at Contractor's own risk and responsibility, and as a consequence will be subject to rejection by not having been done in the presence of the Director of Public Works or Inspector as provided in Section 2-10 of the Standard Specifications.

In the event that the Director of Public Works shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

6. UTILITIES

It is anticipated that these existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The Contractor shall notify the following utility companies prior to the beginning of any work:

AGENCY	TELEPHONE NUMBER
City of Rancho Palos Verdes	(310) 544-5252
Southern California Edison Company	(310) 783-1156
Southern California Gas Company	(310) 687-2020
Verizon	(310) 793-4159
California Water Service Company	(310) 541-2438
Cox Communications	(310) 551-5020 x30
EDCO (trash hauler)	(310) 540-2977
LA County Department of Public Works (sewer)	(626) 458-4357
Sanitation District of Los Angeles County	(562) 699-7411 x1205
USA	(800) 227-2600

7. STREET CLOSURES

No closure of any street shall be allowed unless prior written permission is obtained from the Director of Public Works or his authorized representative. If permission to close a street is granted, then the Contractor is required to notify the Engineer in writing at least five (5) working days in advance of street closures, and all emergency services, public transportation services, garbage collections services, and school bus services, and other agencies as determined by Department of Public Works shall be notified by the contractor in writing of the locations, time and date of the closures a minimum four (4) working days in advance of street closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

For construction in the vicinity of a school, the Contractor shall contact the Palos Verdes Unified School District, obtain a school schedule, and school circulation plan and incorporate information into the project's schedule and traffic control, such that within 1,000 feet of the school on routes serving the school for student arrivals and departures are not impacted between one hour before and one half hour after the school day start time and one hour before or one half hour after school day end time.

AGENCY	TELEPHONE NUMBER
Peninsula Fire Department #106	(310) 377-9523
Los Angeles County Sheriff's Dept.	(310) 539-1661
Western Waste Industries	(310) 830-7100
MTA (bus)	(213) 626-4455
LA County Fire Department	(310) 830-3361
Los Angeles School District	(818) 997-2455
PV Transit	(310) 544-7108
Peninsula Dial-A-Ride	(310) 544-7108
Waste Management	(800) 669-6580
Postmaster	(310) 377-6833
BFI	(310) 329-4115
Palos Verdes Unified School District	(310) 378-9966
Ivy Rubbish Disposal	(310) 530-2899

8. CONFERENCE

The Contractor shall attend a pre-construction meeting with the Director of Public Works or his authorized representative, which shall be held a minimum of **five (5) working days** prior to commencement of any work.

The Contractor shall submit his 24-hour emergency telephone numbers to the Director of Public Works or his authorized representative for approval a minimum of **two (2) working days** prior to the pre-construction conference.

9. PUBLIC CONVENIENCE AND SAFETY

- (a) General: Attention is directed to Section 7-10 of the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work Upon Highways, published by the California Department of Transportation. Public convenience and traffic control shall conform to Section 7-10 of the Standard Specifications for Public Works Construction, the California MUTCD and the MUTCD California Supplement, latest edition, except as modified by these Special Provisions.
- (b) Warning and Protection Devices: The Contractor will be responsible for providing, placing and maintaining approved signs, barricades, pedestals, flashers, delineators, fences, barriers, non-skid steel trench plates, temporary asphalt concrete and flagmen where needed, and other necessary

facilities in the vicinity of the construction area and where any dangerous conditions may be encountered as a result thereof, for the protection of the motoring public per the traffic control plans. The Contractor will not be allowed to proceed with the work until such time that a sufficient number of these protection devices have been delivered to the project site. Where parked vehicles are likely to interfere with the proposed work, the Contractor will supply and post at no less than 200 feet intervals on each side of the street "Temporary No Parking" signs 72 hours before the start of construction and to report the time of posting to the Sheriff's Station for the purpose of establishing "Tow Away" provisions. The Contractor shall be responsible for the removal of the temporary signs upon the completion of the work. Should the Contractor appear neglectful in furnishing warning and protection devices as outlined above, the Director of Public Works may direct attention to the existence of a hazard and the necessity of additional or different measures, which shall be furnished and installed by the Contractor at Contractor's own expense, free of any cost to the City. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Director of Public Works may direct City forces to provide the necessary protective and warning devices as deemed appropriate by the Director of Public Works or his authorized representative.

The cost accrued by the City in connection therewith will be deducted from the Contractor's contract payment. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or in providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or abrogate Contractor's obligation to furnish and pay for these devices.

Should the Contractor fail to pickup signs either after the work has been performed, or after the Contractor has failed to meet the schedule, the Contractor shall be charged a penalty of \$50 per sign left in the public right of way. Said monies will be deducted from any monies due or to become due to the Contractor.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the projects as specified in Subsection 7-10, Public Convenience and Safety, or as directed by the Director of Public Works or his authorized representative. When necessary to provide vehicular or pedestrian crossings over the fresh pavement, the Director of Public Works or his authorized representative may direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking. Sand or rock dust used for this purpose shall be at the Contractor's expense.

- (c) Traffic Control: Traffic control implementation shall follow the requirements of Section 7-10 of the Standard Specifications and the referenced Caltrans manual and the California MUTCD, latest edition. A

Traffic Control Plan shall be submitted to the City for approval, prior to the issuance of the Notice to Proceed.

Allowable working hours shall be between the hours of 8:00 a.m. and 5:00 p.m. Work that restricts the width of traffic lanes on Palos Verdes Drive South will only be allowed between the hours of 9:00 a.m. and 3:00 p.m. Variations from these working hours and lane closure restrictions will only be allowed if specifically provided in writing by the City and MAY allow for the option of longer working hours.

All necessary traffic control devices shall be in place prior to the start of work. The Contractor shall field check all temporary traffic control signs, barricades and other devices to ensure their continuous proper maintenance and conformance to the plans and specifications (including weekends and holidays).

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic. Every effort shall be made to provide a clear and unobstructed view of all traffic control signs, signals, or markers. Existing signs shall be covered when directed by the Engineer. When construction signs are not in effect, they shall be removed, covered, or relocated out of the driver's view. Construction signing shall be in place prior to the beginning of any workday.

The order of work and phasing requirements, except where otherwise specifically required by the plans and specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall maintain access for emergency vehicles at all times on all streets. All traffic control layouts and work sequence instructions shall be developed to account for continuous emergency vehicles access and driveway access.

There shall be a minimum of 5' clearance from open excavations and 2' from other obstructions (curbs, k-rail, etc) for the motoring public. All lanes shall be open to traffic during non-working / "non-lane restriction" hours.

No street restrictions shall be allowed without advanced written approval from the Engineer. Certified flaggers with hand-held communication devices, proper safety vests and signage shall be required at all times wherever the useable roadway is restricted, to ensure for the safe passage of motorists at all times. Certified flaggers are required where travel lanes in each direction cannot be maintained.

The Contractor shall be required to provide and maintain all necessary flaggers, barricades, delineators, signs, flashers, and any other safety

equipment as set forth in the latest publication of the California MUTCD, or as required by the Engineer to insure safe passage of traffic. Impacts to the right of way that remain overnight shall incorporate appropriate flashers for barricades and reflective delineators.

Unless otherwise specifically provided in writing, the Contractor will not be allowed to excavate an excavation than can be successfully backfilled, temporarily repaved or plated with non-skid steel plates, in the same working day. Non-skid steel plates must be capable of carrying H-20 wheel loading. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

In the unavoidable event that an open trench must be covered with steel plates over-night then flasher equipped barricades and other barriers, shall be placed at the ends and along the sides of these steel plate covered excavations from sunset to sunrise of the next day, to warn all pedestrians and vehicular traffic of such excavations. Pipe trenches and other hazardous excavations shall be filled in, securely enclosed, or covered at the end of each working day, to the satisfaction of the Engineer. Flasher equipped barricades and other barriers left in operation beyond the normal work hours as prescribed, shall be solar/battery powered only.

The Contractor shall provide written notification to all public services including, but not limited to, the LA County Sherriff / Dispatch, LA County Fire Department, Public Works Department (City Engineer), UWS (trash pickup), California Water Service Company and Los Angeles County Sanitation District.

The Contractor shall provide written notification to all residents near the construction a minimum of 10 working days prior to any work. A separate notification shall be provided to residents at least 2 working days prior to blocking any access to a residence, driveway, or work that will require the disruption of any utility service (water, sewer, electrical, etc.). The notice will be provided by the City, distributed by the Contractor, and will include a preliminary schedule, name of the job superintendent/foreman and a telephone number where he/she can be reached 24 hours a day in case of emergency. Even if the required utility work is to be done by the utility owner or a sub-contractor it is the Contractor's responsibility to ensure that the proper notification procedures are followed.

Failure or refusal by the Contractor to comply with the requirements of this section shall be sufficient cause for the City to order the work done by City forces and all costs thereof to be borne by the Contractor.

Continuous driveway access shall be required at all times, excepted when specific written permission is provided to do otherwise. The City will enforce the work hours and continuous driveway access requirements of this section. In order to ensure compliance, an assessment of \$250 for every 15 minutes of non-compliance or portion thereof will be deducted from the Contractor's payment for non-compliance. No assessment will be made for emergency work, i.e. broken water line repair, gas leak repair or similar emergency work as directed by the Engineer. This assessment shall be deducted from the amount due the Contractor on this project.

If the Contractor is found to be negligent in furnishing warning and protective measures as detailed above, the City may direct the Contractor's attention to the hazard and it shall be the Contractor's responsibility to furnish and install the necessary warning and protective measures at his/her expense. Should the City point out the inadequacy of warning and protective measures, such action on the part of the City shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

PAYMENT: Payment for Traffic Control Plan shall be as proposed by the contractor in the contractor's proposal in the Bid Schedule Item No. 1, and no additional compensation will be allowed therefor.

10. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workmen on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances and laws, and their use shall be strictly enforced by the Contractor. Any workman who fails to use the sanitary facilities as intended shall be removed from the project site permanently at the sole discretion of the Engineer.

11. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the Director of Public Works or his authorized representative. If permission is given to use a City site, the Contractor shall repair any damage as a result of his operations and any repairs will restore the site to new and not pre-existing conditions.

When storage sites are to be on located upon private property, the Contractor shall submit to the Director of Public Works or his authorized representative, written approval from the record owner authorizing the use of the property by the Contractor. The Contractor shall contact the appropriate City Community Development Department to determine if the using the site as a stockpile area is allowed. After the project is complete, the Contractor shall supply a written release signed by the owner of record that said property

has been satisfactorily restored in order to provide assurance to the City that no later property owner claims will be filed by residents whose property has allegedly damaged by the Contractor and not repaired to their satisfaction.

The City will provide the Contractor with a sample release form upon request.

12. EQUIPMENT REQUIREMENTS

Contractor shall furnish all equipment required to safely complete the work and avoid, if possible, conducting any on-site maintenance or repair of said equipment. Necessary minor maintenance may be conducted on site; however, all maintenance and/or repairs shall be completed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. Fueling and minor maintenance shall be in compliance with the NPDES requirements.

All equipment shall be in good repair. Equipment from which leaks of oil, hydraulic fluids, coolant, etc., are observed shall be removed from service until the necessary repairs have been completed.

13. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the locations whereon construction activities are being performed shall be protected from injury or damage resulting from operations of the Contractor. In like manner any building, structure, tree, shrub, or other item in the vicinity of the Contractor's operation, shall be similarly protected and preserved. Vegetation cleared during site preparation shall become the property of the Contractor and shall be removed from the area unless otherwise directed by the Director of Public Works or his authorized representative.

14. NPDES COMPLIANCE/WATER POLLUTION CONTROL

Water pollution control shall consist of constructing those facilities specified by these Contract Documents, required by law, or as ordered by the Director of Public Works or his authorized representative. Said work is intended to provided prevention, control and abatement of water pollution to streams, oceans and other bodies of water. Full compensation for conforming to the requirements in this entire section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

Housekeeping/Cleanup: The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using best management practices and good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to "wash them away" with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle

hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites are: (liquid residues from paints, thinners, solvents, glues, and cleaning fluids. Leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., unused pesticides.)

Sanitary Waste Management: The Contractor shall prevent the discharge of sanitary waste to storm water by providing convenient, properly located, well maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

Vehicle and Equipment Management: The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Surface and Subsurface Water Control: The Contractor shall prevent or reduce the discharge of pollutants to storm water from surface and subsurface water control operations by using all appropriate methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

Concrete and Mortar Products: The Contractor shall prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

Asphalt and Bituminous Products: The Contractor shall prevent or reduce the discharge of pollutants from asphalt and bituminous operations, by preventing run-on and run-off during the operation, properly disposing of waste, and training employees and subcontractors. The Contractor shall:

Avoid prime or tack coating during wet weather. Store materials away from drainage courses to prevent material from entering the run-off. Cover catch basins and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc. Make sure sand or gravel placed over new asphalt does not wash into storm drains, streets, or creeks. Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways. Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

Construction Water: The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Store construction water in leak-proof tanks, located away from the drainage system. Use construction water conservatively. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

PAYMENT: BEST MANAGEMENT PRACTICES shall be as proposed by the contractor in the contractor's proposal in the Bid Schedule Item No. 2, and no additional compensation will be allowed therefor.

15. SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out such safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Director of Public Works or his authorized representative at the Contractor's expense.

16. ELECTRICAL POWER

The Contractor shall provide, at his own expense, all necessary electrical power required for his operations under the contract.

17. PROTECTION OF UNDERGROUND FACILITIES

Attention is directed to the possible existence of underground facilities not known to the City or owner or in a location different from that which maybe indicated on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, Contractor shall immediately give the Director of Public Works or his authorized representative written notification of the existence of such facilities. Such previously unknown facilities shall be protected from damage as directed by the Director of Public Works or his authorized representative and the Contractor will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

18. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution," of the Standard Specifications is supplemented by the following:

Safety & Ventilation – Construction Activities shall be conducted in compliance with OSHA requirements for confined space. The Contractor is responsible for providing a method statement and implementing necessary practices to comply with OSHA Safety and Ventilation standards.

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents including, but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District.

19. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. The project streets and any street adversely affected by the Contractor's activities shall be kept clean at all times.

A motorized vacuum sweeper is required pursuant to the second paragraph of Subsection 7-8.1 of the Standard Specifications.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is required, the material shall be placed in an area which does not impact public or private landscaping or irrigation and the material shall be removed or disposed of daily.

Should the Contractor appear to be neglectful or negligent in maintaining a clean project site, the Director of Public Works or his authorized representative may direct the Contractor's attention to the existence of such condition(s). The Contractor shall provide all necessary measures immediately, at his expense. If attention is directed to the existence of such condition(s), and the Contractor fails to provide an appropriate remedy, any expense incurred by the City for providing correcting actions may be deducted from the pay estimates and the total contract price for the work, including a Fifty Dollar (\$50.00) penalty per calendar day the condition(s) exist from date of notification.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

20. WORK HOURS

The Construction or demolition shall be conducted between the hours between 9:00 AM and to 3:00 PM Monday through Friday on school days and 9:00 AM and to 4:00 PM on non-school days excluding those City holidays listed elsewhere in these specifications.

Deviation from normal working hours will not be allowed without prior written consent of the Director of Public Works or his authorized representative.

In the event work is allowed by the Director of Public Works or his authorized representative outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at a rate of

\$150.00 per hour, plus travel time where applicable. The above charge would be levied for inspection services as necessary as a matter of public safety and to ensure the quality of the work.

If work is permitted after sunset, the Contractor shall provide, at its expense, adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

21. SCHEDULE AND PUBLIC NOTICES

- (a) Order of Work: Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications and these Special Provisions. The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to traffic, schools and residences.

PAYMENT: The cost for furnishing all schedules, notifications, posting, reposting and any related items for their completion shall be considered as included in the bid price paid for the various contract items of work, and no additional compensation will be made therefor.

22. PHOTOGRAPHIC SURVEY OF ALL EXISTING CONDITIONS

The Contractor is encouraged to undertake an extensive photographic survey of all existing improvements that could possibly be affected by the construction activities. This survey will include, but is not limited to landscaping, streets, plants, and visible utilities.

In the event of a claim, the onus will be on the Contractor to be able to clearly demonstrate that the photographic survey shows that it is a pre-existing condition of the improvement(s). Should the Contractor not be able to disprove a claim from the public, the Contractor will be responsible to reinstate the improvement into an acceptable condition.

23. MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, construction trailer, portable toilets and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, City business license and financing prior to beginning work on the various contract items on the project site.

The Contractor shall provide a detailed project schedule, both electronically and in hard copy form (see previous item on Scheduling and Notices). Schedule updates shall be provided monthly with each progress payment, and in accordance with these specification requirements and as directed by the Engineer. The Contractor's project manager, superintendent and foreman are required to attend the pre-construction meeting and weekly progress meetings.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from City's Construction Representative.

The Contractor is responsible for securing an adequate storage site for equipment and materials (see separate items that detail these requirements elsewhere in these General Provisions).

The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be per bid item Mobilization and will be at the contract unit price per lump sum for the various items of work, and no additional compensation will be allowed therefor.

PAYMENT: Payment for Mobilization which includes costs, time and labor to move the necessary construction equipment to and from the construction site in a safe condition, the costs to set up/maintain/vacate the staging area the costs to set up/maintain/vacate the necessary sanitary facilities and all other related work as required for all non-working days during the course of construction and shall be considered as included in the bid price paid for the various contract items of work, and no additional compensation will be made therefor.

The City of Rancho Palos Verdes shall waive its permit fee. The Contractor shall comply with the requirements specified of each license.

Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings.

B. PROJECT SPECIAL PROVISIONS

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION PROJECT

PART 1

1- GENERAL

1.01 Work Included -- Work includes, but is not necessarily limited to:

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Bid Documents. The general items of work include planting trees within the medians along Hawthorne Blvd within the City of Rancho Palos Verdes, contractor will develop a traffic control plan specific to his/her

work within the public right of way along Hawthorne Blvd., specified trees are to be planted with deep root watering systems installed and the trees will be watered by the contractor over a 24 month period following project acceptance. In general, the work comprises developing a traffic control plan, providing and planting trees, and appurtenant items not mentioned that are required to complete the work.

1.02 Submittals - Except as provided in other bid items, no separate payment shall be made for required project submittals. Submittals shall include all materials, plans, diagrams, and drawings as called for in the specifications, and as may be required by the work, and shall include at least the following:

Project Schedule

Information on Trees to be planted from the supplier (nursery)

Contact List

Notices

1.03 Product Handling

Use all means to protect all materials, before, during, and after installation. In the event of damage, immediately make all repairs and replacements necessary to the approval of the City's designated representative at no additional cost to the Owner. Workmanship must comply with printed instructions and recommendations of the manufacturer, and with the highest standards of the industry.

1.04 Warranty

The contractor shall provide Owner a two-year warranty in writing that guarantees the completed work including the health of the planted trees to be free from defects in materials and workmanship. Contractor to guarantee 72 hour call-out response to requests for warranty work during warranty period.

2 - FURNISH AND APPLY WATER

Should the Contractor require water for construction operations, such as for compaction and dust control, he shall apply for a water meter from, and follow the requirements of California Water Service Company as further detailed in Section II: Special Provisions, B., Project Special Provisions, 12 Construction Water.

Furnishing and applying water during construction shall be considered as included in the unit prices paid for the various bid items requiring water, and no additional compensation will be allowed therefor.

Providing post construction watering of the planted trees to ensure establishment of trees shall continue for a period of twelve (12) months following acceptance of the project as complete by the Ranch Palos Verdes City Council.

In consideration of the current drought conditions, water for the purposes of watering trees shall be procured from Sanitation Districts of Los Angeles County Water Reuse Program and brought to Rancho Palos Verdes where it will be used to water the trees during the 12 month establishment period. A watering schedule shall be developed based on the anticipated need. Watering schedule shall be approved by the Engineer prior to acceptance of the project as complete by the City of Rancho Palos Verdes City Council.

Payment: Payment for post construction watering of the planted trees during the twelve (12) month period following acceptance of the project as complete by the Rancho Palos Verdes City Council shall be as proposed in the contractor's proposal in the Bid Schedule Item No. 6, and no additional payment will be made therefor.

3 - UNCLASSIFIED EXCAVATION

- (a) General: Unclassified excavation shall consist of all excavation, including hardscaping, landscaping, soils, rock, bituminous pavement, concrete pavement, and all other existing materials as necessary to complete the intended construction items.
- (b) Payment: Full compensation for Unclassified Excavation shall be considered as included in the various bid items requiring such, and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

4 – TRAFFIC CONTROL PLAN

- (a) In accordance with these specifications the contractor shall cause a traffic control plan to be developed for the contractor's work on Hawthorne Blvd. by a registered traffic engineer. The plan shall be prepared and approved by the City prior to issuance to the Notice to Proceed and the start of any work in the public right of way in accordance with Section II, A, 9, (c) Traffic Control.
- (b) Payment: Payment for preparation of a project traffic control plan shall be paid per lump sum under Bid Schedule Item No. 1, Traffic Control Plan and no additional compensation will be allowed therefor.

5 – BEST MANAGEMENT PRACTICES

Best Management Practices/ NPDES Compliance shall be as specified in the Special Provisions of these specifications, in accordance with Section II, A, 14.

Payment: Payment for this item shall be paid per lump sum under Bid Schedule item No. 2 Best Management Practices, and no additional compensation shall be allowed.

6 - PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

- (a) General: Except as may otherwise be provided in specific instances, nothing in the Contract shall be construed as vesting in the Contractor any property right in any material, article or structure existing at the time of award of Contract within the area in which the work is to be done; or in any material or article subsequently furnished for the work by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in Section 9. In the latter event any such material, article, structure or work shall become the property of the agency after being so accounted for.

The Contractor shall maintain all existing signs including, but not limited to directional, warning, advisory, regulatory, bus stop, and street markers, in an erect and functional position and condition all times during the construction period in temporary locations as designated by the Director of Public Works. Any of these facilities which are damaged or lost shall be replaced by the Contractor at no cost to the Agency.

Contractor shall submit video documentation with a log of existing damages prior to commencing with work. Should a resident claim existing improvements were damaged by construction, and Contractor did not confirm status per above, Contractor shall restore existing improvements at no cost to the City.

When an interfering portion of a privately owned sprinkler system is removed, heads and other salvable material shall be carefully removed and stored. Any of the materials not wanted by the owner shall be removed from the site by the Contractor. Removal, repair, or capping shall be as directed by the Director of Public Works. Protection and restoration of existing improvements shall be considered part of the various items of work and no separate compensation will be allowed therefor.

Contractor shall confirm operational status of all affected irrigation with inspector and resident prior to commencing work. Should resident claim their system was damaged by construction, and Contractor did not confirm status per above, Contractor shall restore system to operation at his own cost.

Payment: for the protection and restoration of existing improvements during construction shall be considered as included in the unit prices paid for the various bid items included in this project, and no additional compensation will be allowed therefor.

7 - REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these Special Provisions or the Standard Specifications shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

The minimum length for removal and replacement of unsatisfactory work shall be to the nearest joints on both sides of the area to be removed, or as required by the Engineer. Saw cutting is required for all removals of defective concrete work at no additional cost.

Upon failure on the part of the Contractor to comply forthwith with any order the Engineer makes under the provisions of this section, the Public Works Department shall have

authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due to the Contractor.

8 - APPURTENANT WORK

All items in the Bid Schedule are for construction completed in place, including all incidentals, appurtenant work and materials necessary for the satisfactory completion of the work. Full payment shall be considered as the bid prices for the items of work, and no additional compensation will be made therefor.

9 - INSPECTION BY CITY

The City shall inspect the quality and completeness of the Contractor's work and report any deficiencies to the Contractor.

10 - SPRINKLER SYSTEMS:

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City's inspector).

11 - CLEANUP:

During all phases of construction, the Contractor shall maintain a clean work site, the Contractor shall be responsible for the removal and disposal of all concrete, asphalt concrete, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various contract items.

12 - CONSTRUCTION WATER:

(a) The Contractor shall make his own provisions for water necessary for construction, backfill consolidation and cleanup.

Note: The Contractor shall not use any private property water paid for by the property owner. The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter.

For a permit contact:

California Water Service
5837 Crest Road
Rancho Palos Verdes, CA 90275
(310) 377-5525

(b) In consideration of the current drought conditions, the Contractor shall purchase water to be used for watering the trees during the tree establishment period from the Sanitation Districts of Los Angeles County Water Reuse Program.

13 - STORAGE SITES:

The Contractor may be allowed to store materials and equipment in designated areas at City Hall during the course of construction. The Contractor is required to obtain permission for such storage from the Engineer.

The City may permit the Contractor to store certain materials and equipment on City property provided that (1) The storage area has a gate which shall be closed by a lock at the end of each day. (2) The site and access road must be kept clean at all times during the period of the contract and (3) The Contractor complies to City requirements regarding cleanup.

The allowable materials to be stored by the Contractor are: Vehicles, equipment, wooden forms and tools. All storage materials must be first approved by the City. The Contractor will not be allowed to store broken concrete, asphalt concrete or any debris on City property.

If the site becomes unacceptable to the City for any reason, after notice by the City, the Contractor shall correct the problem immediately. In the event that the City requests removal of the materials from City property prior to the end of the construction period, the Contractor shall not receive any additional compensation. The Contractor shall maintain and clean the storage area on a daily basis.

The Contractor shall repair at no cost to the City, any damage to the asphalt concrete access road resulting from the Contractor's vehicle traffic.

Upon failure on the part of the Contractor to comply with any of these Special Provisions, the City shall have authority to cause defective work to be corrected and deduct the cost of said corrections from any monies due or to become due to the Contractor.

The Contractor shall hold the City harmless in the event of damage, vandalism or injury to the Contractor's equipment, materials, etc., resulting from the use of this site.

14 – INSTALLATION OF TREES

The Contractor shall install trees in median openings as indicated on the project plans. All trees purchased for installation in this project shall be a minimum of 36 inch box trees. Tree type shall be alternated from planting location to planting location, as an example for Type A trees: in one opening a Bronze Loquat will be planted, in the next opening along Hawthorne Blvd. a Photinia shall be planted, in the next opening a Bronze Loquat shall be planted and so on. The number of trees planted for each type of tree shall be as close to equal as possible, varying tree types so they alternate in the median as described above. The type, and location of trees is shown on the plans. After ensuring the area to be planted, or excavated, does not contain underground utilities, the contractor shall remove and dispose of all vegetation and roots located in the median opening, and excavate a planting hole. The location of the planting hole shall be as approved by the project inspector. The excavation of the planting holes shall be to a depth of 4 feet. The width of the excavation shall be 4 feet wide and 4 feet long. A deep root watering system shall be installed (see tree planting detail included in the plans) and the excavation shall be backfilled with the tree in place to the satisfaction of the engineer. Suitable soil free of excessive rocks greater

than 2 inches and other debris for tree planting shall be furnished and installed during the backfilling operation. Trees shall be planted in the medians and shall be guaranteed for a period of 24 months following acceptance of this project as complete by the City of Rancho Palos Verdes City Council. It is understood that the

Tree types shall be:

TYPE A:

- 20' range – Bronze Loquat (*Eriobotrya Deflexa*)
- 20' range – Photinia (*Photinia Fraseri*)

TYPE B:

- 40' range – New Zealand Christman (*Metrosideros Excelsus*)
- 40' range – Cajeput Tree (*Melaleuca Quinqiennervia*)

TYPE C:

- 60' range – *Lophostemon confertus* (Brisbane box)

Payment: Payment for Installation of trees and deep root watering system within the medians shall be as proposed by the contractor in the contractor's proposal in the Bid Schedule Items No. 3, 4 & 5, and shall include all labor, materials, equipment, tools and incidentals necessary to complete work, including removal and disposal of existing materials, vegetation, and roots, installation of deep watering system, installation of appropriate tree for the location where the tree is being planted; no additional compensation will be allowed therefore.

15 - SITE RESTORATION AND MEDIAN PROTECTION

The Contractor shall be responsible for protection and preservation of existing curb and gutter including necessary covering of curb and gutter for equipment crossings during the performance of any work in the medians. Replacement of damaged infrastructure, if required, will, to the fullest extent possible, match the undisturbed condition.

The Contractor shall restore or replace, any property damaged or affected by its work, equipment or employees to a condition at least equal to that of the pre-construction existing condition.

The Contractor shall thoroughly clean all areas affected by him and his subcontractors including streets, and other areas and improvements affected by their equipment and employees, upon completion of the work daily. Materials collected during the daily cleaning operation are the property of the contractor and disposal of materials collected during cleaning operations is the responsibility of the contractor.

Payment: Full compensation for complying with the work contained in this section shall be included in the contract price bid per lump sum for Installation of Trees and median cleaning, and no separate payment shall be made therefor.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of the bid:

- _____ Completed and Signed Proposal
- _____ Completed and Signed Bid Sheets
- _____ Completed Information Required of Bidders Form
- _____ Completed References Sheet(s)
- _____ Executed Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Law
- _____ Attached Resume of General Construction Superintendent or on-site Construction Manager for the Contractor
- _____ Completed Designation of Subcontractors Form
- _____ Completed and Signed Contractor's Industrial Safety Record
- _____ Completed, Signed and Notarized Bid Bond or Other Security
- _____ Signed and Notarized Non-Collusion Declaration
- _____ Completed and Signed Acknowledgement of Addenda
- _____ Completed Bidder Statistical Information Form
- _____ All Addenda (if applicable)

Failure of the Bidder to provide all required information in a complete and accurate manner may be considered non-responsive.

PROPOSAL

CITY OF RANCHO PALOS VERDES

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION PROJECT

TO THE DIRECTOR OF PUBLIC WORKS, CITY OF RANCHO PALOS VERDES:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the CITY OF RANCHO PALOS VERDES, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record.

Accompanying this proposal is _____ (Insert) "\$_____" "cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted in the Bid Schedule.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the CITY OF RANCHO PALOS VERDES and this proposal and the acceptance thereof may be considered null and void.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to this Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work and further certifies to have been so licensed for the five (5) years immediately preceding the date of receipt of Bids. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Signature(s) of bidder: _____

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Legal Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Proposals which do not show the Contractor's License Number and expiration date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected.

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CITY OF RANCHO PALOS VERDES

BID SHEET

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION PROJECT

Bidder's Name:_____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION (PHASE I) PROJECT** in accordance with the specifications and plans for demolition, construction and installation in the Contract Documents which are on file in the office of the Director of Public Works of the City of Rancho Palos Verdes to the satisfaction and under the direction of the Director of Public Works at the following prices:

LUMP SUM ITEMS SHALL INCLUDE PROVIDING AND INSTALLATION OF ALL COMPONENTS STIPULATED WITHIN THE CONTRACT DOCUMENTS AND NECESSARY INCIDENTALS TO FACILITATE PROVIDING SAID COMPONENTS. SURVEY, GRADING, AND BMPS SHALL BE CONSIDERED INCLUDED IN THE INDIVIDUAL BID ITEMS. NO ADDITIONAL PAYMENTS WILL BE MADE.

The quantities reflected on the plans and in the bid-sheets are representative of the amount of work for each item on the project, but are not final quantities to be used for computing payment. Payment will be based on the measurement of actual work completed. The contractor must notify in writing to the project manager of all discrepancies between actual bid quantities and those shown in the bid document prior to commencement of work in any area of the project.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit Meas.	Unit Price	Extended Amount
1	TRAFFIC CONTROL PLAN	1	LS	10,000	10,000
2	BEST MANAGEMENT PRACTICES	1	LS	2,000	2,000
3	INSTALLATION OF TYPE A TREES	41	EA		
4	INSTALLATION OF TYPE B TREES	32	EA		
5	INSTALLATION OF TYPE C TREES	7	EA		
6	WATERING TREES DURING ESTABLISHMENT	12	Month		
		TOTAL BID SCHEDULE			

TOTAL BASE BID SCHEDULE IN NUMBERS: \$_____

TOTAL BASE BID SCHEDULE IN WORDS: _____

The contract shall be awarded to the lowest responsible bidder based on the TOTAL BASE BID.

Note: Some items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual amount (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses. The Contract shall be awarded to the lowest responsible Bidder based on the total Bid price. This proposal shall include provision for at-risk youth employment per specification and grant requirements.

INFORMATION REQUIRED OF BIDDER

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- _____
- (3) Business address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of firm - Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the state of: _____
- (7) California State Contractor's License Number and Class: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the site of the proposed Work for your firm:
- _____
- (10) Number of years' experience the company has as a contractor in construction work: _____
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Proposal:

List at least three similar projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Address of Owner, & Telephone No.

- (12) NOTE: Upon request of the CITY, the bidder shall furnish evidence showing a notarized

financial statement, financial data, construction experience, or other information.

(13) “Bidder shall be properly licensed at the time of bid submission or the bid shall be considered non-responsive and shall be rejected.”

REFERENCES

For all public agency projects in excess of \$300,000 you are currently working on or have worked on in the past five (5) years, provide the following information:

Project 1 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]**

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now ' 20103.5] of the Public Contract Code.

- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract

or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____

Class: _____

Expiration Date: _____

Date: _____

Signature: _____

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	California Contractor's License Number(s) and Class(es)	California DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor's INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2014	2013	2012	2011	2010	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____ (“Public Agency”), has issued an invitation for bids for the work described as follows:

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION (PHASE I) PROJECT

WHEREAS _____

(Name and address of Bidder)

(“Principal”), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder’s security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$_____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys’ fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly

signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT OF ADDENDA

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature: _____

Title: _____

Date: _____

This form shall be submitted with the Bid

PROPOSER/BIDDER STATISTICAL INFORMATION FORM

All proposers/bidders responding to the solicitation must complete and submit this form in order for their proposer or bid to be considered. The information requested in the form will be used solely for statistical purposes. The contract(s) and/or subcontract(s) will be awarded without regard to gender, race, color, creed, or national origin.

1. Type of business entity:
- | | |
|---|--|
| <input type="checkbox"/> Sole partnership | <input type="checkbox"/> Nonprofit organization |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Franchise |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Other: _____ | |

2. Total number of employees in firm/organization, including owners: _____

3. Break down the total number of employees in your firm/organization into the following categories:

Race/Ethnicity	Owners, Partners, and Associate Partners		Managers	Staff
	Male	Female		
Black / African-American	_____	_____	_____	_____
Hispanic / Latino	_____	_____	_____	_____
Asian-American / Pacific Islander	_____	_____	_____	_____
American Indian / Alaska Native	_____	_____	_____	_____
Filipino American	_____	_____	_____	_____
White	_____	_____	_____	_____
Other	_____	_____	_____	_____

4. Indicate, by percentage, how ownership of the firm/organization is distributed:

	Black / African-American	Hispanic / Latino	Asian-American / Pacific Islander	American Indian / Alaskan Native	Filipino-American	White	Other
Men	_____	_____	_____	_____	_____	_____	_____
Women	_____	_____	_____	_____	_____	_____	_____

5. If your firm is currently certified as a Minority (MBE), Women (WBE), Disadvantaged (DBE), and/or Disabled Veteran (DVBE) Business Enterprise by a public agency, indicate the Business Enterprise certification of your firm, the certifying agency, and the expiration date of the certification:

MBE	WBE	DBE	DVBE	Name of Certifying Agency	Expiration Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- ☐ Two Executed Notarized Copies of the Agreement (Attached)
- ☐ Payment Bond in Amount of Contract (Attached)
- ☐ Performance Bond in Amount of Contract (Attached)
- ☐ Workers Compensation Insurance Certificate in the amount required by law (Attached)
- ☐ Liability Insurance Certificate in the Amount of \$1 Million, Naming the City as a Co-insured
- ☐ Automobile Insurance Certificate in the Amount of \$1 Million
- ☐ General Aggregate Insurance Certificate in the Amount of \$2 Million, Naming the City as a Co-insured
- ☐ Agreement to Comply with California Labor Law Requirements (Attached)
- ☐ Business License with the City of Rancho Palos Verdes
- ☐ Indemnification and Hold Harmless Agreement (Attached)
- ☐ Additional Insured Endorsement - Comprehensive General Liability (Attached)
- ☐ Additional Insured Endorsement - Automobile Liability (Attached)
- ☐ Additional Insured Endorsement - Excess Liability (Attached)

**CITY OF RANCHO PALOS VERDES
PUBLIC WORKS AGREEMENT**

HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION PROJECT

THIS AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2016, by and between the CITY OF RANCHO PALOS VERDES, a California municipal corporation ("City") and _____ ("Contractor"). Contractor's license number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as **HAWTHORNE BLVD. RIGHT OF WAY BEAUTIFICATION PROJECT** ("Project"), as described in this Agreement and in the Bid Documents (including the Notice Inviting Sealed Bids, the Instructions to Bidders, the General Provisions, the Special Provisions, the Proposal, Appendices I AND II, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents), which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook"), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.
2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the Director of Public Works, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.
3. Effective Date. This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.
4. Time. Time is of the essence in this Agreement.
5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall

notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.
7. Payments. City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

8. Substitute Security.

- a) At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.
- b) Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.
- c) Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
- d) If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%)

of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

- e) The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.
- 9. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "B."
- 10. Audit. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.
- 11. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and Rancho Palos Verdes Municipal Code chapter 3.24 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.
- 12. Default and Remedies.

Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

13. Termination.

This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination as determined by the City, and such payment shall be in full satisfaction of all services rendered hereunder.

14. Indemnity.

- a) Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.
- b) Bid Protests. In addition to its obligations pursuant to Section 13(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

- c) Civil Code Exception. Nothing in Section 13(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code section 2782(b).
 - d) Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
 - e) Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.
 - f) Survival. The provisions of this Section 13 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
15. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: City of Rancho Palos Verdes Instructions for Execution of Instruments; Insurance Requirements for the City of Rancho Palos Verdes Public Works Contract; Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).
16. Record-Keeping and Reporting.
- a) Records to be Kept. Certified payroll document documents shall be kept and maintained by the contractor for a period of three years. Record drawings shall be kept during construction by the contractor and presented to the City prior to project close out.
 - b) Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
 - c) Inspection of Records. At any time during normal business hours and as often as City may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make

excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

17. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.
18. Trenching and Excavations. If the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any: material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.
19. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.
20. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
21. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the

independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

22. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The Agreement to Comply with California Labor Law Requirements is attached hereto and incorporated herein by this reference. Eight hours of labor constitutes a legal day's work.
23. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under- take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
24. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., which is incorporated herein by this reference.
25. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
26. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.
27. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.
28. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required forms entitled Payment Bond (Labor and Materials) and Performance Bond are attached hereto and incorporated herein by this reference. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver

this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project.

29. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
30. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
31. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
32. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
33. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
34. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
35. Authority. The person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
36. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended,

nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

37. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
38. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.
39. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:

Michael Throne, Director of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONTRACTOR:

The address listed in Exhibit "A."

40. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
42. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

43. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement, including those governing the funds provided under this Agreement.
44. Ownership of Documents and Work Product.
- a) All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products. CONSULTANT hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to to this paragraph.
 - b) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.
 - c) Upon termination, abandonment or suspension of the Project, the CONSULTANT shall deliver to the CITY all Written Products and other deliverables related to the Project without additional cost or expense to the CITY. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide CITY with said document both in a printed format and in an electronic format that is acceptable to the CITY.

45. Amendment. The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF RANCHO PALOS VERDES

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

If sole proprietor only one signature is required

By: _____

Printed Name: _____

Title: _____

CITY OF RANCHO PALOS VERDES
INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF RANCHO PALOS VERDES - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

**INSURANCE REQUIREMENTS FOR CITY OF RANCHO PALOS VERDES
PUBLIC WORKS CONTRACT**

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) workers' compensation insurance in the amount required by law. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, property damage, and workers' compensation coverages.

1. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A.M. Best & Company. Any deviation from this rule shall require specific approval, in writing, from the City.
2. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
3. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.
4. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes, California ("Public Agency"), has awarded to

(Name and address of Contractor)

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to file a good and sufficient payment bond with the Public Agency to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all subcontractors, laborers, material persons, and other persons employed in the performance of the Contract in the penal sum of _____

Dollars (\$ _____) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the Penal Sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed there

under, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications there under. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO SURETY AND PRINCIPAL
AMOUNT

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Insurance Administrator

By: _____
Public Agency Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes ("Public Agency"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to file a good and sufficient performance bond with the Public Agency for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____ Dollars (\$_____) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, employees, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO SURETY AND PRINCIPAL
AMOUNT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Insurance Administrator

By: _____
Public Agency Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Rancho Palos Verdes has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Rancho Palos Verdes
City Hall
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

2. The insureds under such policy or policies are:
-

3. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the City Clerk of the City of Rancho Palos Verdes

By: _____
Its Authorized Representative

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Date _____ Signature 1: _____

Date _____ Signature 2: _____

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rancho Palos Verdes and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____
Its

By: _____
Its

ADDITIONAL INSURED ENDORSEMENT - COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| General Liability Endorsement | <input type="checkbox"/> _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT - AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"): _____

Name and address of Insurance Company ("Company"): _____

General description of agreement(s), permit(s), license(s), and/or activity (ies) insured: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

<input type="checkbox"/> Any Automobiles	<input type="checkbox"/> Truckers Coverage
<input type="checkbox"/> All Owned Automobiles	<input type="checkbox"/> Motor Carrier Act
<input type="checkbox"/> Non-owned Automobiles	<input type="checkbox"/> Bus Regulatory Reform Act
<input type="checkbox"/> Hired Automobiles	<input type="checkbox"/> Public Livery Coverage
<input type="checkbox"/> Scheduled Automobiles	<input type="checkbox"/> _____
<input type="checkbox"/> Garage Coverage	<input type="checkbox"/> _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT - EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(*Original signature only; no facsimile signature
or initialed signature accepted*)

Telephone No.: (_____) _____

Appendix I

MATERIAL RECYCLE PACKET





CITY OF RANCHO PALOS VERDES

C&D MATERIALS ESTIMATE

Waste Management Planning for Construction and Demolition (C&D) Projects

The attached packet is designed to track the amount of C&D debris diverted or disposed during the life of your project. Its contents are as follows:

- Page 1 is the **C&D Project Information**. This page asks for basic project information, such as type, description, and contact information.
- Page 2 is the **C&D Pre-Project Worksheet**. This form allows you to estimate the amount of debris to be generated during the course of your project. Space has been provided to list non-routine items such as draperies and fixtures that may be salvaged during deconstruction of a building. Conversion factors are provided at the end of packet for estimating purposes.
- Page 3 is the **C&D Post-Project Summary**. This is your method to tabulate actual disposal and diversion activities at the end of your project and must be accompanied with supporting documentation, such as receipts or weight tickets.

Pages 1 and 2 are to be submitted together at the time of material submittal. Page 3 is to be submitted at the end of the project, prior to final acceptance of project.

If you require assistance in locating a recycling facility for a specific material, there are a number of websites that provide up to date information:

- <http://www.ciwmb.ca.gov/ConDemo/recyclers>
- <http://ladpw.org/epd/brtap/recyclingsite/index.cfm>

You may also contact Public Works at 310-544-5245 or pick up a resource list from the Public Works department.

Your assistance will help us accurately account for C&D recycling within the City. We look forward to being of service to you and greatly appreciate your time and cooperation.



CITY OF RANCHO PALOS VERDES

Public Works Department

(310) 544-5252

PAGE 1 – PROJECT INFORMATION

Complete this form prior to commencing a building or demolition permit for all municipal projects, or projects on public property.

This form must be completed and approved or a demolition/building permit will NOT be finalized

The City of Rancho Palos Verdes requires that contractors complete the following Waste Management Plan for the reduction of waste produced from demolition and construction work performed within the City. City staff will provide assistance in developing and implementing the Waste Management Plan. If you have any questions regarding these requirements, please contact your Project Manager.

Project Name: _____ Project Address: _____

Contractor Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Project Type: Mark appropriate box in each column with an "X":

<input type="checkbox"/> New Construction	<input type="checkbox"/> Complete Demolition
<input type="checkbox"/> Renovation	<input type="checkbox"/> Partial Demolition
<input type="checkbox"/> Land Clearing	<input type="checkbox"/> Other

Estimated Project Start Date: _____ Estimated Project End Date: _____

Detailed Description of Project:

PW OFFICE USE ONLY - Approval Status

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<input type="checkbox"/> Further Explanation Needed	<input type="checkbox"/> Exempt due to Infeasibility

Reviewed by: _____ Date: _____

NOTE There are nine haulers authorized to do business in Rancho Palos Verdes. Please see attached list for contact information. For contractors who own their own bins, please refer to "Recycling and Diversion Facilities Located Near Rancho Palos Verdes" for a list of facilities that accept construction and demolition debris.



CITY OF RANCHO PALOS VERDES
Public Works Department
(310) 544-5252

PAGE 2 – PRE-PROJECT WORKSHEET

In the table below, list estimated weight of debris, by material type, that will be generated, recycled, reused, salvaged, disposed, or transformed by this project.
You must include the haulers and all recyclers, salvage companies, recycling facilities, mixed use material recovery facilities, landfills, or transformation facilities that will be used for this project.

MATERIAL TYPE	GENERATION				DIVERSION			DISPOSAL	Name of Hauler	Name of Facility
	Estimated Volume (cubic yards)	Estimated Weight (tons)	Conversion Factor (lb/cy)	Total Tons to be Generated	Tons to be Recycled	Tons to be Reused or Salvaged	Total Tons Recycled, Reused, or Salvaged	Total Tons to be Disposed or Transformed		
	ENTER ESTIMATE IN VOLUME OR WEIGHT COLUMN ONLY									
Asphalt			772.80							
Bulky Items			80.00							
Cardboard			53.00							
Carpet			147.00							
Carpet Padding			82.00							
Clay Roofing Tile			860.00							
Comp. Roofing Material (not Tile)			731.00							
Concrete			860.00							
Dirt and Sand			929.00							
Durable Plastic Items			50.00							
EPS Packaging and Insulation			32.00							
Fiberglass Insulation			17.00							
Flat Glass			1,400.00							
Gypsum			467.00							
HVAC Ducting			47.00							
Major Appliances			145.00							
Metals			225.00							
Other Aggregates			860.00							
Rock and Gravel			999.00							
Leaves & Grass			312.50							
Trimming, Branches, & Stumps			127.00							
Trash Bags			35.00							
Wood, Lumber, Pallets			169.00							
Mixed Debris (if no recycling)			1,100.00							
				A	0.00			E	0.00	0.00
MIXED DEBRIS PROCESSING - USE ONLY IF DELIVERING TO A MIXED C&D PROCESSING FACILITY										
Mixed C&D Debris (min. 50% diversion)			1,100.00	B	0.00			F		
TOTAL GENERATION				C	0.00	TOTAL DIVERSION		G	0.00	0.00
				A+B=C				D+E+F=G		
ITEMIZED BUILDING MATERIAL LIST (E.G. DOORS, WINDOWS, FIXTURES, ETC.)										
ESTIMATED TOTAL (complete needed columns)					$(G \div C) * 100$ <div style="border: 1px solid black; width: 50px; height: 30px; display: inline-block;"></div> ESTIMATED TOTAL PROJECT DIVERSION RATE					
Item	Quantity	Size	Tons	Cu. Yards						
			D							
			D							
			D							





CITY OF RANCHO PALOS VERDES

Public Works Department

(310) 544-5252

PAGE 3 – POST-PROJECT SUMMARY

Project Name: _____ Project Address: _____

Contractor Name: _____ Date: _____

Within 30 days after completion of your project, provide facility name, material, and total tonnage disposed and/or diverted. Copies of documentation, (i.e. weight tickets) must be attached. If an approved mixed waste processing facility was used, a report by the facility for this project is preferred. Return the completed form to your Public Works Project Manager. You may use additional sheets if necessary.

SUMMARY

I. DISPOSAL FACILITIES

Please list all disposal facilities (i.e. landfill or transformation) used for this project and enter the sum of all tickets/receipts per facility:

FACILITY NAME	Tons, CY, or Units

FACILITY NAME	Tons, CY, or Units
Sub Total	A

II. RECYCLING/REUSE/SALVAGE FACILITIES

Please list all recycling facilities or recyclers used for this project and enter the sum of all tickets/receipts per facility, by material recycled:

FACILITY/RECYCLER NAME	MATERIAL	Tons, CY, or Units
Sub Total	B	

III. MIXED C&D DEBRIS PROCESSING FACILITIES

Please list all approved mixed C&D processing facilities used and enter the sum of all tickets/receipts per facility:

FACILITY NAME	TOTAL TONS DELIVERED	TONS DIVERTED	TONS DISPOSED
		D	C

PROJECT TOTALS

Please enter disposal and diversion totals for each item below, according to letter. Totals reported must match those listed in Sections I-III:

TOTAL DISPOSED E A+C TOTAL DIVERTED F B+D TOTAL GENERATED G E+F

OVERALL PROJECT DIVERSION RATE (F÷G)*100

To the best of my knowledge, the above information is an accurate representation of the disposition of the construction and demolition materials generated on the job-site. I understand that the City of Rancho Palos Verdes may audit disposal and recycling documentation for this project.

Print Name _____

Signature _____

PW OFFICE USE ONLY

Project Name: _____

Project Address: _____

Diversion Requirement Met: ☐ Yes ☐ No

Final Compliance Report Approved: ☐ Yes ☐ No

Summary Approved by: _____ Date: _____

Conversion Factors for C&D Reporting

Material	Size	LBS
Asphalt, crushed	1 cubic foot	45
Asphalt/paving, crushed	1 cubic yard	1,380
Asphalt/shingles comp, loose	1 cubic yard	418.5
Asphalt/shingles comp	400 sq. ft. coverage	225
Asphalt/shingles comp	Square	56.25
Asphalt/tar roofing	1 cubic yard	2,919
Brick, common hard	1 cubic foot	112-125
Brick, whole	1 cubic yard	3,024
Cement, bulk	1 cubic foot	100
Cement, mortar	1 cubic foot	145
Ceramic tile, loose 6"x6"	1 cubic yard	1,214
Chalk, lumpy	1 cubic foot	75-85
Charcoal	1 cubic foot	15-30
Clay, kaolin	1 cubic foot	22-33
Clay, potter's dry	1 cubic foot	119
Concrete, cinder	1 cubic foot	90-110
Concrete, scrap, loose	1 cubic yard	1,855
Cork, dry	1 cubic foot	15
Earth, common, dry	1 cubic foot	70-80
Earth, loose	1 cubic foot	76
Earth, moist, loose	1 cubic foot	78
Earth, mud	1 cubic foot	104-112
Earth, wet, containing clay	1 cubic foot	100-110
Granite, broken or crushed	1 cubic foot	95-100
Granite, solid	1 cubic foot	130-166
Gravel, dry	1 cubic foot	100
Gravel, loose	1 cubic yard	2,565
Gravel, wet	1 cubic foot	100-120

Material	Size	LBS
Mortar, hardened	1 cubic foot	100
Mortar, wet	1 cubic foot	150
Mud, dry close	1 cubic foot	110
Mud, wet fluid	1 cubic foot	120
Pebbles	1 cubic foot	90-100
Pumice, ground	1 cubic foot	40-45
Pumice, stone	1 cubic foot	39
Quartz, sand	1 cubic foot	70-80
Quartz, solid	1 cubic foot	165
Rock, loose	1 cubic yard	2,570
Rock, soft	1 cubic foot	100-110
Sand, dry	1 cubic foot	90-110
Sand, loose	1 cubic yard	2,441
Sand, moist	1 cubic foot	100-110
Sand, wet	1 cubic foot	110-130
Sheetrock scrap, loose	1 cubic yard	393.5
Slate, fine ground	1 cubic foot	80-90
Slate, granulated	1 cubic foot	95
Slate, solid	1 cubic foot	165-175
Soil/sandy loam, loose	1 cubic yard	2,392
Stone or gravel	1 cubic foot	95-100
Stone, crushed	1 cubic foot	100
Stone, crushed, size reduced	1 cubic yard	2,700
Stone, large	1 cubic foot	100

Recyclers

CHANDLER'S INERT SOLID LANDFILL

26311 Palos Verdes Drive East • Rolling Hills Estates • **310-784-2900**

Notes: concrete, asphalt, clay dirt, sand rock

ALEXANDER LAND CLEARING, INC

1311 E. Lomita Blvd • Carson • **310-835-0247**

Notes: asphalt and concrete

CALIFORNIA WASTE SERVICES

621 W. 152nd St. • Gardena • 90247 • **800-839-5550**

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

JWR

3031 East "I" Street 90744

Wilmington (In Los Angeles)

Phone: (562) 590 - 8531 **Fax:** (562) 590 - 8584

Notes: processes mixed construction and demolition debris. (Anticipated to be open to public in fall 2003)

LOONEY BINS

1-800-LOONEY BINS (566-6392)

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

COMMUNITY RECYCLING/RESOURCE RECOVERY

9147 DeGarmo Ave. • Sun Valley • 91352 • **818-767-7511**

Notes: mixed construction and demolition debris; cardboard, pallets

MASTER RECYCLING CENTER

2845 Durfee Ave. • El Monte • 91732 • **626-350-4404**

Notes: dirt; all and any type of C&D materials and/or projects; Public Only

DAN COPP CRUSHING CORP.

12017 Greenstone Ave. • Santa Fe Springs • 92670 • **714-777-6400**

Notes: clean asphalt and concrete, no dirt, wood, trash, deleterious or hazardous material

EARTHSHINE

13633 S. Central Ave. • Los Angeles • 90059 • **714-897-4311**

Notes: asphalt and/or concrete mixed with dirt and clean dirt

HANSON AGGREGATE (FORMERLY BLUE DIAMOND MATERIAL)

5625 Southern Ave. • South Gate • 90280 • **800-300-6120**

Notes: asphalt millings and grindings, concrete block, slump stone

BASE MATERIALS, INC.

2121 E. 25th St. • Los Angeles • 90058 • **818-767-3088**

Notes: clean concrete and dirt

LU MAR INDUSTRIAL METALS COMPANY

2120 N. Alameda • Compton • **323-636-0156**

Notes: industrial scrap, all metals, all C&D

D&T RECYCLING & SALVAGE

14113 Garfield • Paramount • **562-531-4990**

Notes: all scrap metals

PHILLIPS RECYCLING

6544½ Cherry Ave. • Long Beach • 562-422-9556

Notes: scrap metals

AAA CARPET RECYCLING

5542 West Washington Blvd. • Los Angeles • 90016 • 213-933-3323

Notes: carpet pad

CARPET PAD RECYCLING

12030 Sherman Way • North Hollywood • 91605 • 818-503-9454

Notes: carpet/pad

DUPONT FLOORING SYSTEM

15651 Satcoy Ct. • Van Nuys • 91406 • 818-374-5243

Notes: carpet

PAD & CARPET RECYCLERS OF AMERICA

7803 Noble Ave. • Van Nuys • 91405 • 818-787-6606

Notes: carpet/pad

D&D RECYCLING

1320 West El Segundo Blvd. • Gardena • 90247 • 310-329-8475

Notes: carpet/pad

Reuse Organizations

HABITAT FOR HUMANITY- SOUTH BAY/LONG BEACH

4320 Atlantic Ave. • Long Beach • 90807 • 562-427-4663

Notes: like-new construction materials for affordable housing-cabinets, sinks, etc.

LOS ANGELES MATERIALS EXCHANGE (LACOMAX)

<http://www.lacomax.com>

888-CLEAN-LA (253-2652)

CALIFORNIA MATERIALS EXCHANGE (CALMAX)

<http://www.ciwmb.ca.gov/CalMAX>

CalMAX@ciwmb.ca.gov 877-520-9703 Toll Free

Appendix II

PLANS

(Separate)